

10.2 Licensee agrees to take any necessary precautions prescribed by Licensor, by the installation of protective equipment or otherwise, to protect all persons and property against injury or damage that may result from Licensee's attachments to Licensor's poles. If, in Licensor's opinion, Licensee has not taken such necessary precautions, Licensor shall have the right to terminate the permission herein granted upon thirty (30) days' written notice to Licensee. However, Licensor shall not be considered in any way responsible for the adequacy or inadequacy of such precautions of Licensee.

10.3 Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, contractors or employees of contractors. Licensor disclaims any warranty or representation regarding the condition and safety of the poles covered by this Agreement. Licensee acknowledges that poles of the Licensor will from time to time become unserviceable and unsafe for climbing prior to Licensor's discovery of such condition. Licensor agrees that upon notification it will replace any pole that has become unserviceable.

#### 11. *LIMITATION OF LIABILITY*

Licensor reserves to itself, its successors and assigns, the right to locate and maintain its corridors and poles and to operate its facilities in such a manner as in its sole judgment will best enable it to fulfill its service requirements. Licensor shall not be liable to Licensee or its subscribers for any special, indirect or consequential loss or damage, arising in any manner out of the use of Licensor's poles or Licensor's actions or omissions in regard thereto, and Licensee shall indemnify and save harmless Licensor from and against any and all claims, demands, causes of action, cost and fees or expenses of whatever kind resulting from any such loss or damage.

#### 12. *INDEMNITY*

Licensee shall indemnify, defend and save harmless Licensor from and against any and all liability, claims, demands, loss, costs and expenses, to include attorney's fees, and any judgment for actual or punitive damages because of: (1) damages to property, (2) injury or death to persons whether such injury or death is to Licensee's or Licensor's employees or agents, or employees of others, or the public, (3) any and all such interference with the service rendered by Licensee over its cable or to patrons of Licensee, (4) payments made under any Worker's Compensation Law or under any plan for employees' disability and death benefits, specifically including employees of Licensee or its agent; which may arise out of or be caused by the erection, maintenance, presence, operation or removal of Licensee's cable or the proximity of Licensee's cable to the wires and facilities of Licensor, or any act of Licensee, its agents or employees, on or in the vicinity of Licensor's poles, or any claims upon Licensor for additional compensation for use of its distribution rights of way for any additional use by the Licensee. Licensee shall carry contractual liability insurance to insure the foregoing indemnity agreement and such other insurance as may be

necessary to protect the Licensor from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason of this agreement and any injury, loss or death that may result from this license agreement. The amounts of such insurance for property damage shall be Two Hundred Thousand Dollars (\$200,000) as to any one accident, and for injury to, or death of persons, shall be One Million Dollars (\$1,000,000) as to any one accident. Licensee shall also carry such insurance as will protect it from all claims under any Workers' Compensation Laws in effect that may be applicable to it. All insurance required shall remain in force for the entire life of this Agreement or any continuation or extension hereof and until Licensee's cable is removed from the poles of Licensor. The company or companies issuing such insurance shall be approved by Licensor. Licensee shall submit to Licensor a certificate by each insurance carrier showing effectiveness of insurance in accordance with this Agreement and containing a provision that it will not cancel or change any policy of insurance issued except upon thirty (30) days' notice to Licensor.

### 13. *TERM AND TERMINATION*

13.1 *Term* - This Agreement shall continue in effect for a term of one year from the effective date hereof, and thereafter until terminated by either party or as otherwise provided in this Agreement.

13.2 *General Termination* - At any time following the expiration of the initial one-year term of this Agreement, either party may terminate this Agreement or terminate or modify any license issued hereunder by giving the other party at least sixty (60) day's prior written notice thereof. All notices of termination or modification of a license by Licensee shall utilize the form as set forth in Exhibit B, attached hereto, as it may be revised from time to time.

#### 13.3 *Termination for Default*

13.3.1 If Licensee fails to comply with any of the terms and conditions of this Agreement or default in any of its obligations under this Agreement, and fails within thirty (30) days after the date of written notice from Licensor to correct such noncompliance or default, Licensor may, at its option and in addition to any other rights or remedies it may have, immediately terminate this Agreement and all licenses issued pursuant hereto, under which such noncompliance or default has occurred.

13.3.2 Notwithstanding the provisions of Section 13.3.1, Licensor may immediately terminate this Agreement, or any license issued hereunder, without prior notice to Licensee, for any defaults by Licensee of the following sections of this Agreement: Section 5, SURETY BOND, Section 9, LEGAL REQUIREMENTS and insurance requirements of Section 12, INDEMNITY.

13.3.3 In the event of such termination for default, Licensor may take possession of all of Licensee's facilities affected thereby

and subject to the rights of prior lien holders, may sell or otherwise dispose of such facilities for the purpose of securing payment of all fees, charges and expenses of such termination and collections, including but not limited to, attorney's fees and/or litigation expenses. Nothing contained herein, however, shall be construed to preclude Licensor from pursuing any other remedy provided by law for the collection of any indebtedness or enforcement of any obligation or covenants under this Agreement.

#### 13.4 *Removal of Licensee's Facilities*

13.4.1 In the event of termination of this Agreement, Licensee shall remove its facilities from Licensor's poles within sixty (60) days from the date of termination; provided, however, that Licensee shall be liable for and pay all applicable fees and charges to Licensor until Licensee's facilities are actually removed from Licensor's poles. Licensee shall advise Licensor in writing as to the date on which the removal of Licensee's facilities from each pole has been completed.

13.4.2 If Licensee fails to remove its facilities in compliance with Section 13.4.1, Licensor shall have the right to remove such facilities at Licensee's expense and without any liability on the part of Licensor.

13.5 *Licensee's Liabilities and Obligations* - Termination of this Agreement or any license issued hereunder or the removal of Licensee's facilities, either in whole or in part, for any reason shall not affect Licensee's liabilities and obligations under this Agreement prior to the effective date of such termination or removal of Licensee's facilities.

#### 14. *REMOVAL*

14.1 Licensee may at any time remove its cable from any pole or poles of Licensor, but shall immediately give written notice of such removal to Licensor, pursuant to Article 13.2.

14.2 Licensor reserves to itself and its successors and assigns the right to abandon a pole or poles to which the Licensee's facilities are attached. The Licensee will be given thirty (30) days' notice of each proposed abandonment and shall have the option of removing its facilities or of purchasing the abandoned pole or poles in place from the Licensor. The purchase price will be the estimated current installed cost of the pole or poles, depreciated at a rate of 3.4% per year, less the estimated cost to the Licensor of removing the pole or poles. If the Licensee does not remove its facilities and does not exercise its option to buy the abandoned pole or poles, the Licensee's facilities thereon shall be deemed worthless, and may be caused by the Licensor to be removed from the pole or poles, and be disposed of at any suitable place, all at the expense of Licensee, and Licensor shall be free from any liability therefor to anyone.

15. **WAIVER**

The failure of Licensor to enforce or insist upon strict compliance with any of the terms and conditions of this Agreement or to exercise or delay the exercise of any rights or remedies provided by this Agreement or by law shall not release Licensee from any of its duties or obligations imposed by law or by this Agreement and shall not be deemed a general waiver or relinquishment of any rights or remedies provided Licensor by this Agreement or by law, but the same shall be and remain at all times in full force and effect.

16. **ASSIGNMENT**

Licensee shall not assign or transfer the rights, or delegate the duties, or otherwise dispose of any right, title or interest in all or any part of this Agreement without the prior written consent of Licensor. No such consent granted by Licensor shall be effective until Licensee's successor or assignee has agreed to assume all obligations and liabilities of Licensee under this Agreement. However, no such consent by Licensor shall release Licensee from any obligation or liability under this Agreement.

17. **SERVICE OF NOTICE**

Any notice required or provided for hereunder shall be in writing and shall be delivered personally to the corporate representatives of Licensor and Licensee designated below, or shall be mailed thereto by certified mail, postage prepaid, return receipt requested. Notice shall be effective on the date delivered

To Licensor:

Duke Power Company  
Distribution Department  
P. O. Box 33189  
Charlotte, NC 28242  
ATTN: Manager, Distribution Special Projects  
Tel. 704/373-2580

To Licensee:

TeleCo of Greenville  
P.O. Box 2098  
Norfolk, VA. 23501-2098  
Attn: President

18. **SEVERABILITY**

Should any provision of this Agreement be determined to be unenforceable or illegal, then said provisions shall be severed from this Agreement and the remainder shall remain in full force and effect.

19. **GOVERNING LAW AND VENUE**

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the state in which the poles the subject of this Agreement are located. Any action at law or judicial proceeding shall be instituted only in the state or federal courts of the state in which said poles are located.

20. **EXECUTION AND EFFECTIVE DATE**

This Agreement has been executed by the duly authorized officers of the parties and shall be effective as of the \_\_\_\_ day of \_\_\_\_, 19\_\_.

Witnesses as to Licensor

DUKE POWER COMPANY (Licensor)

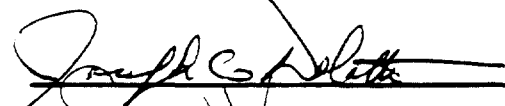

\_\_\_\_\_  
\_\_\_\_\_

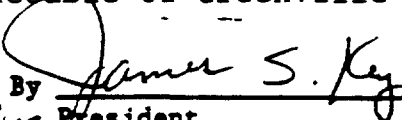
By \_\_\_\_\_  
Vice President

ATTEST: \_\_\_\_\_  
Assistant Secretary

Witnesses as to Licensee

Telecable of Greenville (Licensee)

  
\_\_\_\_\_  
  
\_\_\_\_\_

By   
Vice President

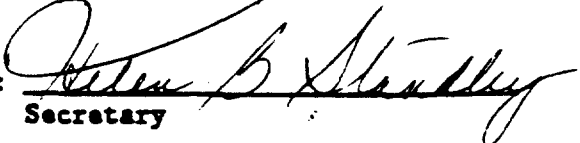
ATTEST:   
Asst Secretary

EXHIBIT A

Application and Permit

\_\_\_\_\_ N.C. \_\_\_\_\_ 19\_\_\_\_\_  
Location

\_\_\_\_\_  
Licensee

Duke Power Company

In accordance with the terms of Agreement dated \_\_\_\_\_  
application is hereby made for license to make attachments to the  
following poles located in:

\_\_\_\_\_  
(City or Town - County and State)

\_\_\_\_\_ Proposed Attachments to be made to Duke Poles

\_\_\_\_\_ Amplifiers to be Attached to Duke Poles

Location of Attachments \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_  
Licensee

License granted \_\_\_\_\_ 19\_\_\_\_, subject to your approval of the  
following changes and rearrangements at an estimated cost to you  
of \$ \_\_\_\_\_

DUKE POWER COMPANY

By \_\_\_\_\_  
Title \_\_\_\_\_

The above charges for the changes  
and arrangements approved.

By \_\_\_\_\_ Permit No. \_\_\_\_\_

Title \_\_\_\_\_ Total Poles Attached  
Licensee This Request \_\_\_\_\_

Total Poles Attached  
To Date \_\_\_\_\_

EXHIBIT B

Notification of Removal By Licensee

\_\_\_\_\_ N.C., \_\_\_\_\_ 19\_\_\_\_  
Location

\_\_\_\_\_  
Licensee

Duke Power Company

In accordance with the terms of Agreement dated \_\_\_\_\_,  
please cancel from your records \_\_\_\_\_ attachments of Licensee's  
facilities from Duke poles located in:

\_\_\_\_\_  
(City or Town - County and State)

\_\_\_\_\_  
Attachments to be Removed

\_\_\_\_\_  
Amplifiers to be Removed

Location of Attachments to be Removed \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_  
Licensee

Notice Acknowledged

\_\_\_\_\_ 19\_\_\_\_

DUKE POWER COMPANY

By \_\_\_\_\_

Title \_\_\_\_\_

Notice No. \_\_\_\_\_

Total Attachments Discontinued \_\_\_\_\_

Total Attachments Removed to Date \_\_\_\_\_

Total Attachments Remaining to Date \_\_\_\_\_

EXHIBIT C

Schedule of Required Bond or Letter of Credit

<u>NUMBER OF ATTACHMENTS</u>	<u>AMOUNT OF COVERAGE</u>
0 through 200	800
201 through 400	1,600
401 through 600	2,400
601 through 1000	4,000
1001 through 1500	6,000
1501 through 2500	10,000
over 2500	10,000



# ARRANGEMENTS OF T.V. DISTRIBUTION SYSTEM TO POLES

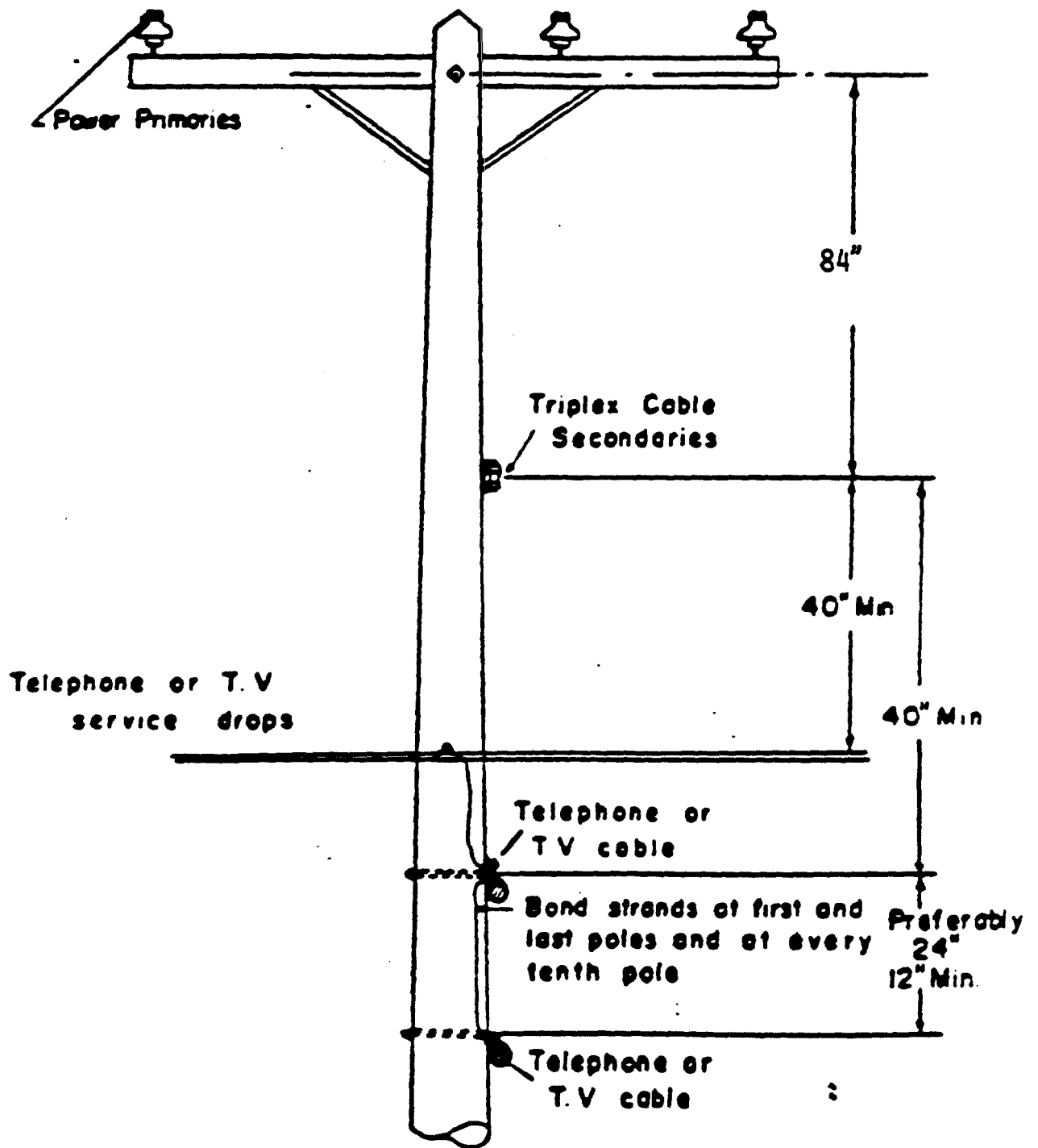
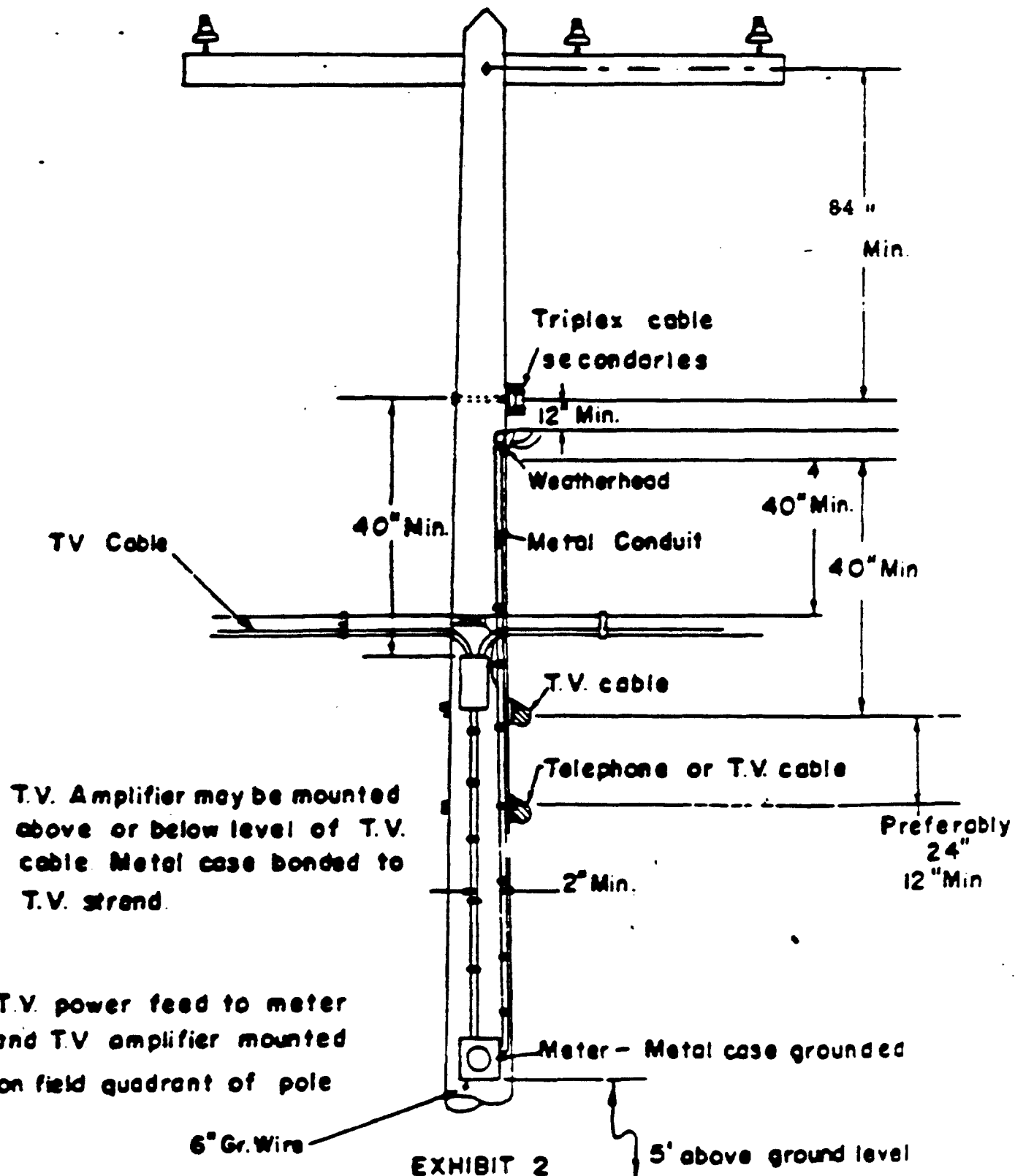
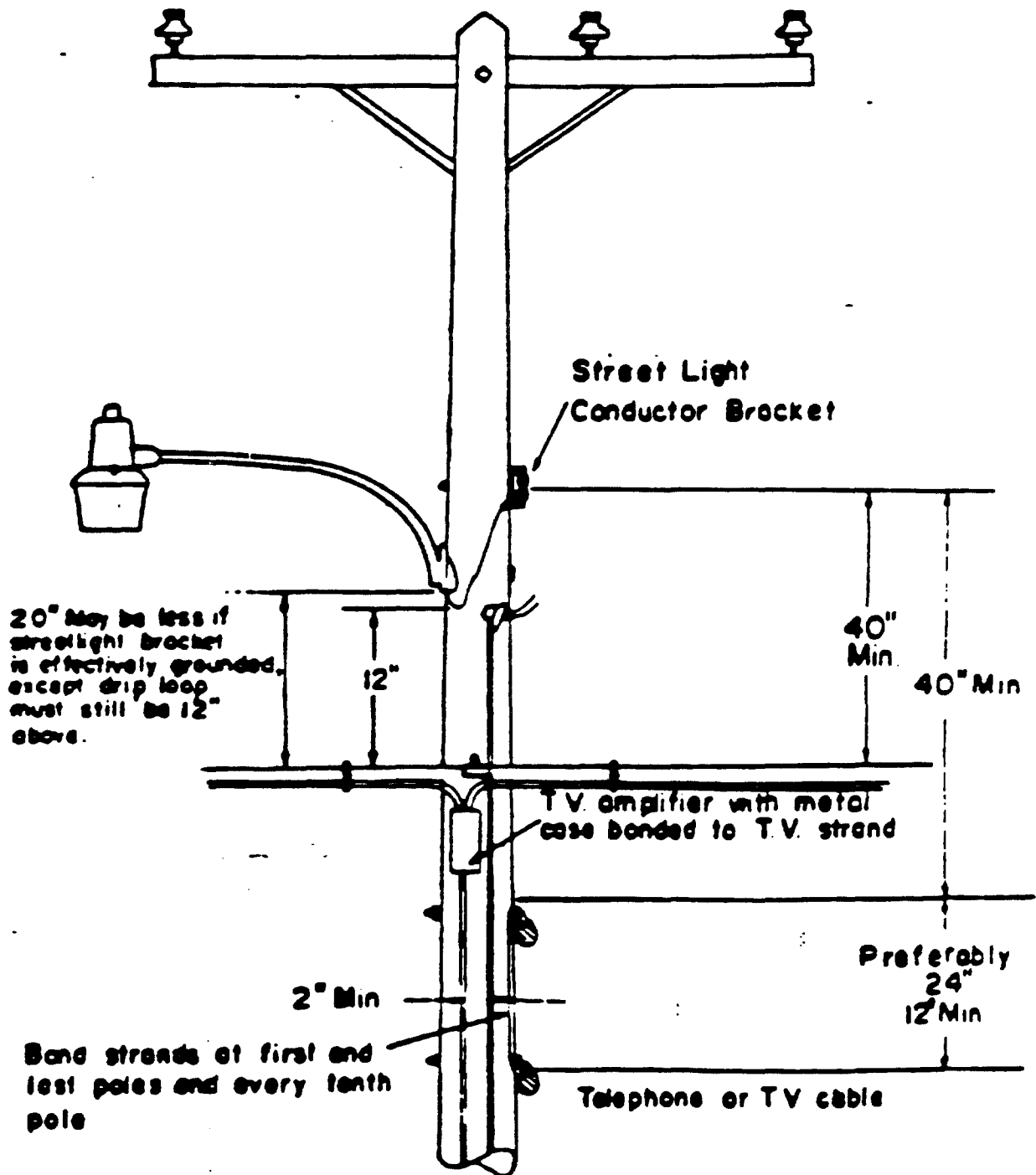


EXHIBIT I

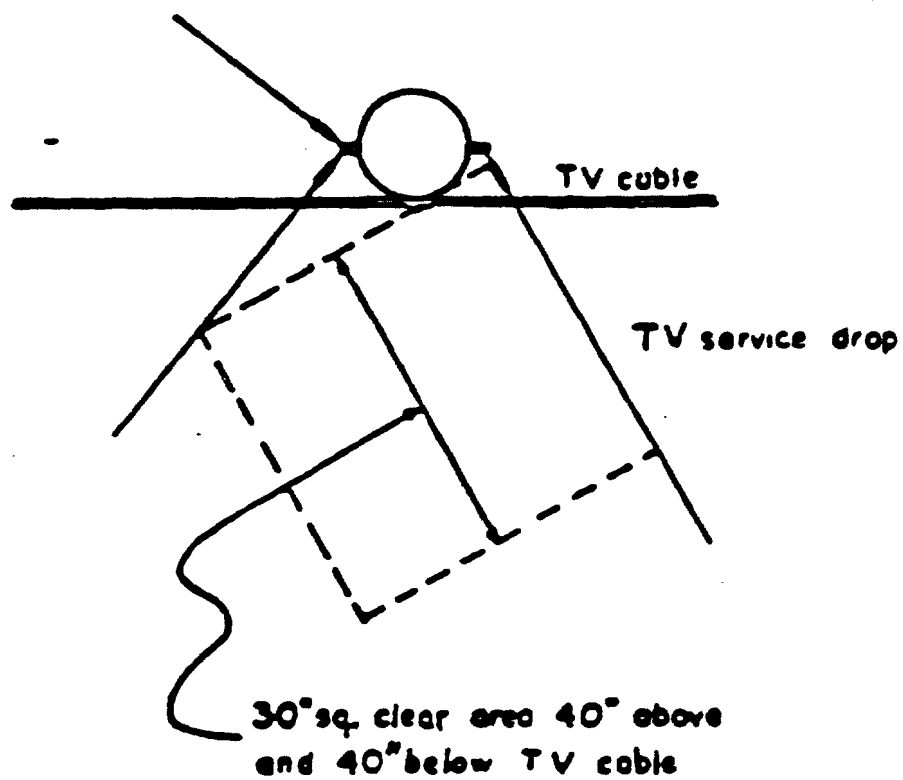
# ATTACHMENTS OF T.V. DISTRIBUTION SYSTEM TO POLES



# ATTACHMENTS OF T.V. DISTRIBUTION SYSTEM TO POLES

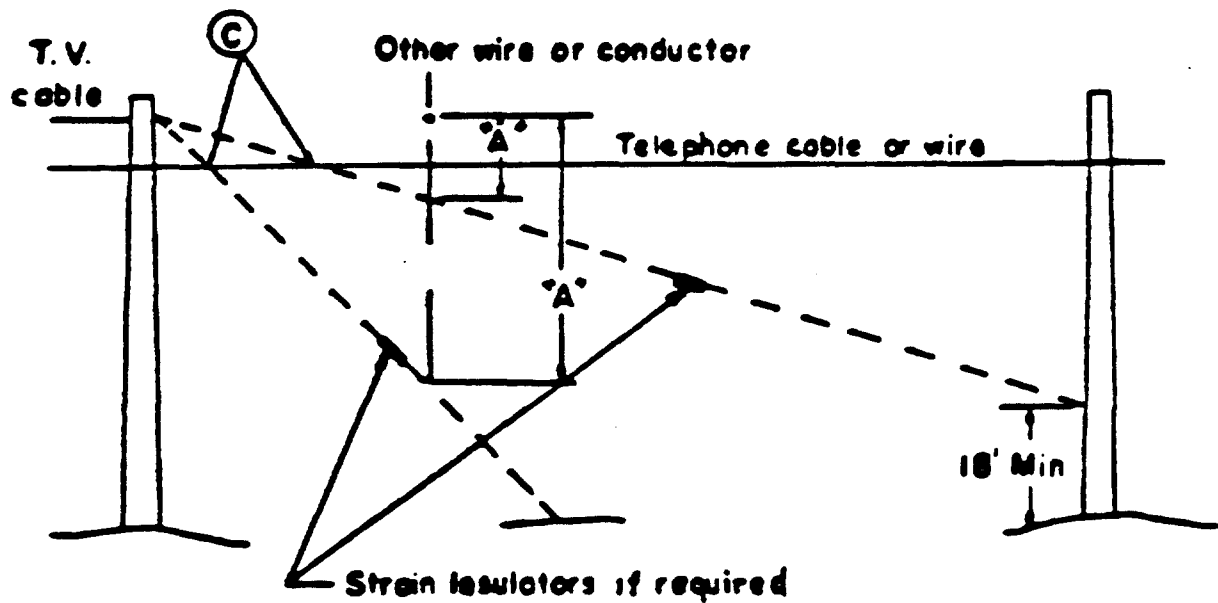


# CLIMBING SPACE





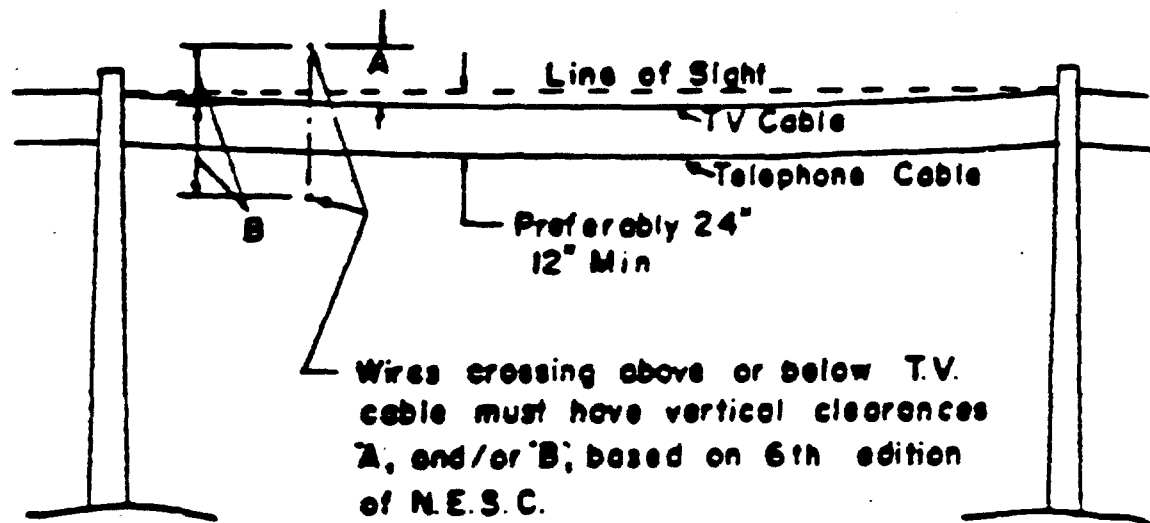
# GUYING



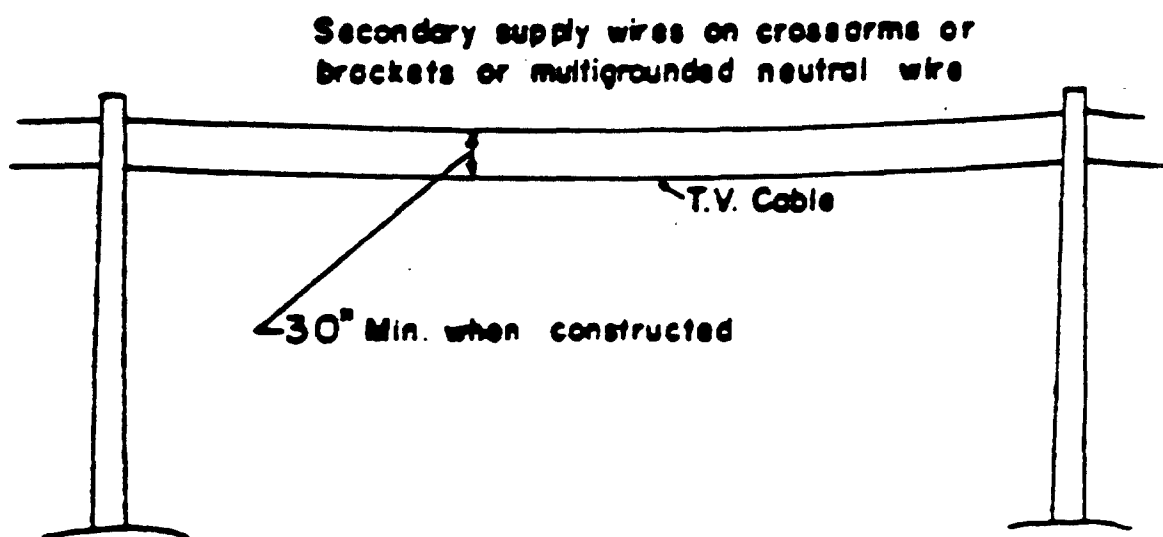
Guy's crossing above or below other wires must have vertical clearance "A" based on 6th edition of N.E.S.C

Guy's at point "C" must clear telephone cable or wires by 3" minimum

# SPAN CLEARANCE

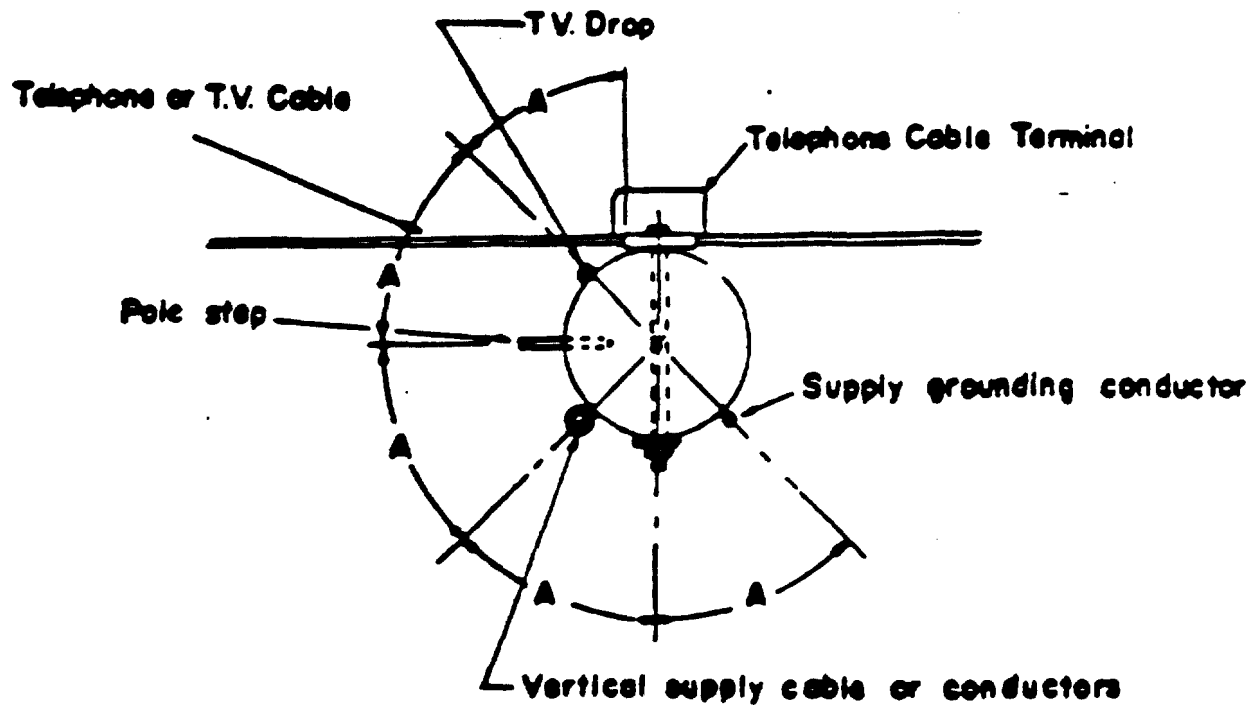


# SPAN CLEARANCE





# HORIZONTAL CLEARANCE



Dimension 'A' to be 45° where practicable but in no case shall vertical runs have a clearance of less than 2" from the nearest metal part of the equipment of another

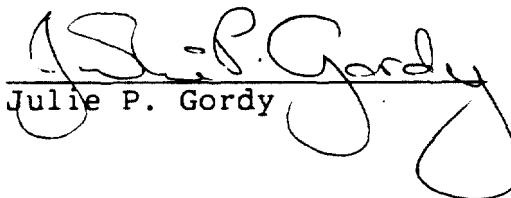
CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing "Complaint" were properly mailed, postage prepaid, this 14<sup>th</sup> day of January, 1991, to the following:

Duke Power Company  
P. O. Box 33189  
Charlotte, NC 28242  
Attn: Rowe Hass

Federal Energy Regulatory Commission  
825 North Capitol Street, N.E.  
Washington, DC 20426

South Carolina Public Service Commission  
P. O. Drawer 11649  
Columbia, SC 29211

  
Julie P. Gordy



550903

INVOICE NO.	DESCRIPTION	DATE	P. O. NO.	GROSS AMOUNT	DISCOUNT	NET AMOUNT
	FCC File Fee For Pole Complaint	1-11-91		\$120.00		
					TOTAL	



Spartanburg

Cable Television 804-624-5024

SOVRAN BANK, N.A.  
BEDFORD, VIRGINIA68-64  
514

550903

PAY TO THE ORDER OF

Federal Communications Commission

TELECABLE CORP. I 20 DOLS 00 CTS

DATE

CHECK AMOUNT

1-11-91

\$120.00

TWO SIGNATURES REQUIRED FOR AMOUNTS OVER \$5,000.00

Authorized Signature

Authorized Signature

⑈00550903⑈ ⑆051400646⑆ 0944 4065 ⑈